evernex

Invoice 67756

Date : Oct 04, 2022
Sales Order No. : 1000040918
Delivery No. : 170113
Your Reference : PO NO.: 3411G22872630-1
Customer No : 5034856
Our VAT Reg. No : FR45327503827

Bill-to Address :
HUAWEI TECHNOLOGIES DOO BEOGRAD
90D Omladinskih Brigada
11070 BEOGRAD
SERBIE

Ship-to Address :
HUAWEI TECHNOLOGIES DOO BEOGRAD
5th floor , Building 2200
90D Omladinskih Brigada
11070 BEOGRAD
SERBIE

Line	Product	Description	Qty	Unit Price	Total Price
10	02-120370	HUAWEI 02120370 FAN BOX FOR BSC-RNC	1	1 000,00 EUR	1 000,00 EUR
	Serial ID :	2102120370N0AB001114			
20	03-053461	HUAWEI 03053461 BSC6900 Service Board	1	1 050,00 EUR	1 050,00 EUR
	Serial ID :	210305346110C6000166			
30	03-053067	HUAWEI 03053067 WP11SCUb GE Switching	1	580,00 EUR	580,00 EUR
	Serial ID :	210305306710E5001674			

Total Net Value 2 630,00 EUR
Total **2 630,00 EUR**

Incoterms : DDP Delivered duty paid
Payment Due Date : Nov 03, 2022
Payment Terms : 30 days net

Export of Goods to non-EU (including DOM)

GENERAL TERMS AND CONDITIONS

1. Enforceability of Terms and Conditions of Sale

All sales of equipment (hereinafter the « Products ») marketed by Evernex (hereinafter « Evernex ») are expressly and exclusively governed by these general terms and conditions. These general terms and conditions are systematically sent or remitted to each Client in order to enable the passing of an order. As a consequence, ordering a Product implies for the Client full and unconditional acceptance of these general terms and conditions of sale. Failing acceptance in writing of these terms and conditions of sale by the Client, accepting any Product covered by the order equals valid acceptance of this document. **These general terms and conditions of sale shall prevail over any general terms and conditions of purchase or particular conditions set by the Client in its purchase orders or any other commercial documentation, irrespective of any clause to the contrary**. The fact that Evernex does not challenge provisions of the Client's purchase order and/or any other documentation at a point in time cannot be construed as a waiver to avail itself of these terms and conditions of sale at a later stage.

2. Modification or cancellation of order

No cancellation or modification of order by the Client shall be accepted after confirmation of order by Evernex unless otherwise agreed in writing by Evernex which shall set the conditions of such a cancellation or modification. No Product can be returned for a credit note without Evernex's prior and express approval. The related Products shall travel at the Client's risks, expenses and liability. Evernex shall be entitled, without incurring no liability or indemnity, to cancel any pending order as well as any other order in case of i) delay or default of payment on the part of the Client on this order or any other order , (ii) breach by the Client of any provision of this document , (iii) material modification of conditions of supply of raw materials or components supplied by a third party ,(iv) events out of Evernex's control which would render the transport of Products or the supply of raw materials impossible, and/or (v) in case there is a risk of Client's insolvency or default of payment in compliance with the required conditions and deadlines.

3. Price

Products are sold at the price applicable at the time the order is passed. Prices are indicated without VAT, Products loaded on truck at Evernex's premises, excluding any transportation costs, installation and commissioning, unless expressly provided in the price offer.

Evernex shall be entitled to modify its prices if tariffs and sale conditions of its own suppliers or service providers are modified.

4. Invoicing and Modalities of Payment

An invoice is established for each delivery and issued when the Products are deposited in our premises for dispatching. Unless otherwise specified on the invoice, payments are due at the latest thirty (30) days after the date in which the invoice is issued. Evernex reserves the right to demand immediate payment and/or payment guarantees when defaults of payment or the Client's financial situation justify it.

Liquidated damages, computed on the basis of three (3) times the legal interest rate, are applied automatically to amounts overdue beyond the above-mentioned time limits.

Any Client who is in a situation of overdue payment shall also be automatically liable for, in addition to liquidated damages, a lump sum indemnity for recovery costs amounting to forty (40) euros (Art. L.441-6 andD.441-5 of the French Code of Commerce). If recovery costs exceed this lump sum, Evernex shall be entitled to demand a complementary indemnification. In addition, any delay in payments shall entail automatically for the Client an indemnity fixed as a penalty clause at 10% of the sales price without VAT. These damages and indemnities shall be due at Evernex's simple request. In case of failure by the Client to pay any installment mentioned on the invoice, the full price of the Product shall become by right and immediately payable as well as any amount that would remain outstanding.

In case of late payment, Evernex reserves the right to suspend or cancel the delivery and/or performance of any order in progress, without prejudice to other remedy. In case of late payment, any payment that would be due for other deliveries shall become immediately due if Evernex does not decide to cancel the related orders. Evernex shall retain any advance payment made by the Client, without prejudice to any complementary damages or interests that could be claimed by Evernex as a remedy. Invoices can be questioned within sixty (60) days of their date of issue. Beyond that period, they are considered as accepted and cannot be disputed anymore. No discount shall be granted in case of anticipated payment.

5. Dispatching - Deliveries

5.1 Modalities of Delivery

Unless otherwise provided in the particular conditions of sale, Products are delivered Ex-Works, when the Products loaded on trucks are remitted at the disposal of the carrier at our premises. If dispatching is delayed for a reason imputable to the Client, Evernex reserves the right to charge storage costs according to modalities and conditions of payment referred to in Article 4 above.

If the particular conditions provide for a delivery at the place of destination (« franco »), Evernex or the carrier appointed by Evernex shall transport the Products to the place of delivery agreed upon by the parties.

The Products shall in any event travel at the Client's costs, risks and liability. The Client shall bear any risk of loss or damage to the Products as from the moment at which the Products are put at its disposal at Evernex's premises or are remitted to the carrier appointed by Evernex on behalf of the Client.

Unloading the Product at the place of destination is always at the Client's charge whatever are the delivery terms.

5.2 Delivery Dates

Dispatching times communicated by Evernex to the Client are purely indicative. Evernex reserves the right to make partial deliveries. Delays in deliveries shall entail no right of cancellation of order by the Client, nor to penalties, damages or interest.

5.3 Late Deliveries - Force Majeure

Evernex shall not be responsible for delays or default of delivery imputable to the Client. Evernex shall not be considered as defaulting when performance of its obligations is delayed, disrupted or prevented by an event of Force Majeure out of the reasonable control of Evernex or its suppliers. Shall notably be considered as events of Force Majeure excusing non-performance of Evernex's obligations: any cause beyond Evernex's control including, without limitation, fire, strikes, floods, epidemics, natural disasters, quarantine restrictions, wars, transport disruption, shortage of labor, raw materials or means of production.

In any event, timely delivery is subject to the timely performance of any Clients' obligations towards Evernex.

5.4 Reception of Products

Products are reputed received and accepted at their departure from Evernex's premises. In case of delivery "Ex-Works" no claim relating to the quantity of Products shall be admitted in the absence of the Client or one of its representatives at the time of delivery. When the Products reach their place of destination, the Client (or its representative) shall have the responsibility (whatever are the delivery terms) to control the good state of Products before unloading the Products under its responsibility. The Client shall have the responsibility to notify any loss or damage to the carrier by registered letter with acknowledgment of receipt within three (3) days of the receipt of Products. Only the Client is entitled to make the usual reservations about the Products to the carrier, in compliance with provisions of articles L133-5 et L133-6 of the French Commercial Code. The Client shall indemnify Evernex for any damage resulting from a default or delay in unloading the Products or failure to make the appropriate claims with the carrier within the prescribed time limits.

6. Conformity of Products - Guarantee and Liability

6.1 Guarantee

The equipment sold is guaranteed against any defects of matter and workmanship for a period of ninety (90) days as from the date of delivery. Without prejudice to claims to the carrier, claims regarding apparent defects or non-conformity of the delivered Product compared to the order or the delivery bond must be notified in writing within eight (8) days of the Products delivery. Failing reservations notified within the prescribed time limit, delivered Products shall be reputed conform to the order.

As per the guarantee, the only obligation incumbent on Evernex, to the exclusion of any other remedy, is the replacement of the Product or part acknowledged as defective by Evernex services. No Product shall be returned by the Client without Evernex's prior and written consent. Evernex shall bear transportation costs relating to any replacement duly authorized and justified by a defect in the Product.

Beyond the above-mentioned period of guarantee, services of support and assistance can be provided by Evernex under Evernex's general terms and conditions of maintenance.

6.2 Exclusion of Guarantee

Are excluded from any guarantee (i) defects and damages resulting from normal wear and tear and/or (ii) shortcomings or defects caused by a third party or by any incident beyond Evernex's control (transportation, defective assembly, lack of maintenance…) (iii) shortcomings or defects resulting from an abnormal use of Products or from non-observance of instructions provided by Evernex or the manufacturer for the use and operation of Products or (iv) shortcomings or defects resulting from a modification of the Products that was neither anticipated nor authorized by Evernex; (v) exposure of the Products to conditions exceeding applicable instructions in environmental matters, and (vi) more generally, any inappropriate or abusive use of the Products. In addition, no guarantee shall be due if the Client has used the Product after discovering the defect without Evernex's prior and written consent or if the Client refuses to let Evernex examine the Product in order to determine the nature of the default.

This guarantee is exclusive of any other guarantee, whether express or implied.

6.3 Limitation of Liability

Evernex shall not be held liable for any indirect damage (including notably, as agreed between the parties and without limitation, any operating losses, losses of files, programs and/or data, losses of profits, contracts, clients, or turnover) that could be potentially incurred by the Client as a result of an apparent or hidden defect affecting the Product and preventing its use, even if Evernex was informed of the possible occurrence of such damages.

In all events, Evernex's liability for damages of any kind suffered by the Client, is expressly and strictly limited to five percent (5%) of the sales price without VAT effectively paid by the Client to Evernex for the defective Product.

7. Retention of ownership clause

As an essential and decisive condition of the sale, Products which are the object of this contract are sold under a clause submitting expressly the transfer of ownership of the Products to the payment of the full related price including its principal and incidentals elements.

These provisions do not constitute an obstacle to the transfer to the Client of all risks of loss and deterioration of the goods sold as well as all risks relating to the damage that they might cause, upon delivery of the Products as defined in Article 5 above.

The Client commits to subscribe at its own costs an insurance policy covering any risks relating to the Products as from the date of delivery. The Client shall have to store the Products in order to make sure that they will not be confused with others and shall notably maintain identification marks.

In case of seizure or any other intervention from a third party on the Products, as well as in case of receivership, liquidation or similar procedure, the Client shall immediately inform Evernex without delay in order to enable Evernex to preserve its rights.

The Client shall not pledge or transfer the ownership of the Products as a guarantee. Evernex reserves the right to enforce this retention of ownership clause, which shall not be in any way imposed on it by the Client.

In case of default in the payment of any installment or in case of violation of this retention of ownership clause, the Client commits to return the Products in good state and at its own costs, at Evernex's first request.

By now, the Client allows Evernex free access to its premises in order for Evernex to repossess the Products.

In addition, Evernex shall be entitled to terminate the sale contract, without resorting to a Court's decision and with immediate effect, by registered letter with acknowledgment of receipt. In case the Client defaults to its obligation to return the Products, the Client may be constrained to do it by a Court's injunction ("ordonnance de référé") authorizing the seller, based on this retention of ownership clause, to repossess the Products at the Client's premises or in any other place at Client's exclusive costs. This clause shall remain enforceable in case of receivership, liquidation or similar procedure. If Products covered by this retention of ownership clause are sold by the Client to a third party, Evernex's receivable shall be automatically transferred on the price owed to the Client by its own client. The Client commits to communicate to Evernex, without delay and at first request, all useful information and documents relating to the purchaser of the Products. Any advance payment received by Evernex shall be kept by Evernex.

8. Confidentiality

The Client acknowledges that any information, data and business documentation of any nature, methods, know-how, source codes, manufacturing processes used or implemented by Evernex under this agreement, are and shall remain Evernex's exclusive property and shall be kept strictly confidential. As a consequence, the Client commits not to disclose such information, data and documentation to any third party, and/or not to exploit them for its own account or on behalf of any third party without Evernex's prior and express consent.

The Client undertakes to return to Evernex at the latter's first request, all information, data and documentation received from Evernex for the purpose of this agreement.

The Client shall cause its commercial partners, employees or agents to abide by a confidentiality obligation identical to the one set forth in this agreement and shall hold harmless and indemnify Evernex for any breach of such confidentiality obligation by commercial partners, employees or agents. This confidentiality obligation shall survive termination of contractual relationships between the Parties and shall bind the Client until the related information, data and/or documents fall into the public domain.

9. Miscellaneous

9.1. Supersede - Amendments

These general terms and conditions constitute, together with the particular conditions, the sale contract governing the relationships between the parties. In case of contradiction or difficulty of interpretation the particular conditions shall prevail. The sale contract shall only be modified by an amendment in writing, signed by both Parties.

9.2. Severability

Should one provision of these general terms and conditions be declared illegal or void by a competent Court ruling according to the law applicable to this contract, this clause shall be reputed modified in order to reflect, as much as possible, the Parties 'original and common intent in compliance with applicable law, the other contractual provisions remaining fully in force.

9.3. Waiver

It is expressly agreed that no failure or delay on the part of either Party in invoking any provisions of this agreement shall operate as a waiver thereof.

Any waiver of any provision hereof shall in any event be the object of an amendment in writing signed by both Parties.

9.4. Assignment of Contract

It is expressly agreed that the Client shall not assign or transfer its rights and obligations under this agreement without Evernex's prior and written consent.

10. Applicable Law - Jurisdiction

10.1 Language

These terms and conditions of sale are drawn up in both French and English language. In case of contradiction or difficulty of interpretation, the French version shall prevail.

10.2 Applicable Law

These general terms and conditions of sale, the particular conditions and the resulting operations of sale and purchase are governed by French Law, to the exclusion of any rule of conflict of law. The application of the United Nations Convention on International Sales of Goods executed in Vienna on April 11th 1980 is formally excluded.

10.3 Jurisdiction

Any dispute relating to the interpretation or application of these general terms and conditions of sale as well as any dispute relative to the commercial relationships between the Parties shall fall under the exclusive jurisdiction of Courts of the corporate office of Evernex, whatever are the accepted payment modalities, including in case of injunctive procedure (« référés »), requests for orders (« procédure sur requête »), action in guarantee or plurality of defendants and notwithstanding any clause to the contrary.